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(State of Missouri)

County of Jasper Jan

On this 23rd day of May, 1901, before me personally appeared George W' Stebbins and Elizabeth Stebbins, his wife, and Henry C Johns and Leila Johns, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in the City of Carthage, the day and year aforesaid.

My term expires December 3, 1901,

Eva K Mattine Notary Public
within and for Jasper
County, Missouri

(G.F.A.)

Filed for record this 17th day of November 1901 at 12 O'clock and 45 minutes P.M.

Frank Bligh Recorder

Know all men by these presents, that the Ozark Zinc Oxide Company, a Missouri corporation, has this day, for and in consideration of the sum of one dollar, to it paid by the St. Louis and San Francisco Railroad Company, a railroad corporation, organized and incorporated under the laws of the State of Missouri, and of other good and valuable considerations to it moving from the said St. Louis and San Francisco Railroad Company, granted and sold, and by these presents does grant and sell unto the said St. Louis and San Francisco Railroad Company, subject, however, to any minors rights or leases already granted by this Company to said tracts of land, a right of way for said St. Louis and San Francisco Railroad Company over a certain strip of land twenty feet wide, ten feet on each side of the following described center line, situated in the County of Jasper and State of Missouri, to wit: Beginning in the south line of the right of way of the St. Louis and San Francisco Railroad Company where the same is intersected by the east line of the property of the Ozark Zinc Oxide Company, thence in a curved line, whose radius is two hundred and eighty eight feet, to the left, three hundred and fifty four feet to a point one hundred and ninety feet, more or less, perpendicular distant from said east line of said company's land, thence south parallel to said east line and one hundred and ninety feet distant, more or less, therefrom one hundred and ten feet to the south line of the property of the Ozark Zinc Oxide Company, situated in the southeast quarter of the northeast quarter section twelve, township twenty seven, north, range thirty three west, as will more particularly appear by reference to the blue print plan attached.

The grantor reserves to itself all minerals and ores it may own thereon, the right to mine the same, and to use such portion of the surface as may be convenient or necessary, but in so doing will not in any way interfere with, endanger or hinder the operation of the St. Louis and San Francisco Railroad Company over the right of way herein described.

To have and to hold the premises hereby granted, with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said St. Louis and San Francisco Railroad Company, its successors and assigns forever, so long as the same shall be used for railroad switching purposes only in connection with the manufacturing plant located on the said tract of

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second part a strip of ground 26 feet wide off Prison Avenue, the said 26 feet to abut on the right of way now occupied by the said St Louis and San Francisco Railroad Company

To have and to hold the same unto the said St.Louis and San Francisco Railroad Company its successors and assigns forever, so that neither the said party of the first part nor any one for it, nor its successors nor assigns shall or will hereafter have or claim any interest whatever in said property.

In witness whereof the said Missouri,Kansas & Texas Trust Company has caused these presents to be executed by its Vice President and caused its seal to be hereunto affixed

Done at Kansas City,Missouri this 5th day of March 1897.

Missouri Kansas &
Texas Trust Company
Incorporated February 14,
1889

Attest,Arthur O Robinson,Secretary

Missouri,Kansas and Texas Trust Company

By J.T.Nolthaus Vice President

St Louis and San Francisco Railroad Company

By-----

State of Missouri)

County of Jackson,ss

Before me the undersigned notary public within and for said county and state, appeared J T Nolthaus to me personally known who being by me duly sworn did say that he is one of the Vice Presidents of the Missouri,Kansas & Texas Trust Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by virtue of its Board of Directors and the said J.T Nolthaus acknowledged said instrument to be the free act and deed of said corporation

Subscribed and sworn to before me this 5th day of March 1897,

J.W.McLean Notary Public
Notary Public
in and for Jackson County,Mo

My commission expires on the 9th day of August 1897 (S.M.A.)

Filed for record this 17th day of November 1909 at 12 O'clock and 57 minutes P.M.

Anna D. Blough Recorder



This indenture, made this 18th day of May 1901, by and between Anna G Newell, a single woman, J.P. Newell and Jessie O.Newell, his wife, H.B. Plumer and Lillie D. Plumer, his wife, Aros H Caffee and Lucy A. Caffee, his wife, parties of the first part, and the St.Louis & San Francisco Railroad Company, a corporation organized under the laws of the state of Missouri, party of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of one dollar to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant, bargain, and sell, convey and confirm unto the party of the second part, for the purpose of a right of way for its railroad, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper and State of Missouri, to wit:

A tract fifty(50)feet in width, being twenty five(25) feet on either side and equi distant from a line of st. m. & f. r. railroad running through the second part and abutting the east end of the road

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After all and by these presents that the said Oxide Company a corporation organized under the laws of the state of Maryland for eleven thousand dollars on 11 volume containing the same unto moving and especially for the sum of five dollars (\$5.00) received to the said William Mattew of Ohio granted have given granted retained released and forever quit claimed and does by these presents absolutely without remainder release up to, for quit claim unto the said Great and Quadrangular and angular forever all such right and title as the said Leslor has or ought to have in and to the following described piece of parcel of land situated in Jasper County in the state of Mo, ourself and known and described as follows to wit, the first of the south one half of the northeast quarter of section twelve(12) town map treasury overall(27) range thirty three(33) in miles twenty six hundredths as follows, commencing at a corner in front on the north line of and one thousand and twenty seven and one half feet(1027 50) west from the northeast corner of said rough one half of the northeast corner of section twelve(12) thence south on a line one thousand and twenty seven and one half feet(1027 50) east west and parallel to the east line(or range line) of said section four hundred(400) feet to a point where it went on a line four hundred(400) feet south of and parallel to the north line of the south one half of the northeast quarter of section twelve(12) five hundred and forty four foot and one half(544 50) feet to a point three north on a line parallel to the range line four hundred(400) feet to a stone thereat east on said north line five hundred and forty four foot and one half(544 50) feet to the place of beginning containing five(5) acres subject to all encumbrances or improvements for rights of way for railroads.

To have and to hold the premises aforesaid with the appurtenances thereto belonging unto the said grantee its' heirs executors and assigns so that neither the said grantor nor its' executors or assigns nor any person claiming title through or under it will or shall have or claim or demand any right or title to said premises or any part thereof but they said executors of them shall by these presents be excluded and forever barred in witness whereof the said Clark & Oxide company by authority of a resolution duly passed has hereunto caused it to incorporate made and to be signed and affixed by Wm Mattews its president and Wm P. Gordon its' secretary and those present to be subscriber and sealed by its said president and secretary this 12th day of October in the year of our Lord one thousand nine hundred and five
 Clark & Oxide Co
 Wm Mattews
 Wm P. Gordon
 President
 Secretary

Benton of Missouri, city of St Louis, Mo

On this 12th day of October A.D. 1805 before me appear ed W.M. Matthews and Wm P. Gordon to be personally known who being each by the July return of my the former that he is the president and the latter that he is the secretary of the said Oxide Company and that the instrument was made and sealed in behalf of said new or said corporation and that said instrument was made and sealed in behalf of said corporation by authority of its board of directors and said W.M. Matthews and Wm. P. Gordon each acknowledged said instrument to be the true act and deed of said incorporation.

THIS AGREEMENT made and entered into on this 27 day of January, A.D. 1904, by and between the Ozark Zinc Oxide Company, a corporation duly incorporated under the laws of the State of Missouri, party of the first part, and William F. Gordon, of Joplin, Jasper County, Missouri, party of the second part, WITNESSETH:

That the said party of the first part hereby leases to said party of the second part for the period of one (1) year from the date of this agreement, with the option to purchase hereinafter expressed, the following described real estate, fixtures and machinery, to-wit:

All the property owned by the party of the first part, consisting of five (5) acres of land, and all buildings, mills, machinery, furnaces, etc., situated thereon, and located in Jasper County, at Villa Heights, near Joplin, Missouri, upon the following terms and conditions mutually agreed to by and between the parties hereto, to-wit:

First. Said party of the second part hereby agrees within six (6) months from the date of this agreement to change the present pipe line or goosenecks to a horizontal line, suitable for cooling oxide of zinc fumes, and make other necessary improvements to render the works more efficient, the same to cost not less than Four Thousand Dollars (\$4000.00).

Second. The said party of the second part agrees to purchase for cash, the same to be paid upon the execution of this agreement, all ore's, coal, barrels, bags, tools, construction material and general supplies at the inventory price, to-wit, Nine Thousand Four Hundred and Seventy-one Dollars and Seventy Cents (\$9471.70).

Third. Upon the compliance by said second party with the provisions of the second paragraph of this agreement as hereinabove written, and in consideration thereof said first party

shall, and it hereby does give, grant and sell to said second party, his associates, successors or assigns, an option, to continue for one (1) year from the date of this paper, to purchase all the fixed property of said first party, namely, the land hereinbefore described and all buildings, fixtures and constructions thereon (excepting the oxide stored at Joplin and elsewhere), at and for the sum of Seventy-six Thousand Five Hundred and Seventy-seven Dollars and Two Cents (\$76,577.02).

Fourth. The party of the second part, when ordered to do so by the party of the first part, agrees to promptly attend to shipping the oxide stored at Joplin, at the expense of party of the first part.

Fifth. If said second party or his assigns shall elect to avail himself or themselves of the option to purchase granted in paragraph third hereof, the purchase price therein expressed shall be paid within one (1) year from the date of this paper. As rent for the premises hereinbefore described said second party also contracts and agrees to pay to said first party an amount equal to six (6) per cent. per annum of the purchase price to be paid for the same should said option of purchase be accepted, to-wit: Six per cent. (6%) on Seventy-six Thousand Five Hundred and Seventy-seven Dollars and Two Cents (\$76,577.02), the same to be payable one-third every four (4) months in advance from the date of this instrument. Should said second party elect to avail himself of said option before the expiration of the lease for one year hereby granted, and shall pay said purchase price, then all further interest payments shall cease from the date of such payment. Upon the acceptance by said second party of said option to purchase, and the payment of said purchase price, said first party hereby contracts and agrees to cause to be transferred upon demand of said second party, at his option, and without further

charge, all of the outstanding capital stock of said first party, to such person or persons as said second party or his assigns may in writing direct.

Sixth. If said second party shall violate any of the covenants herein by failure to pay interest in advance, to improve the property as herein stated, to pay for the movable property or keep any other of the agreements herein, and if he shall fail or neglect to make good such failure within five (5) days of written notice of the same by said first party, then this lease and option may be declared forfeited by the party of the first part upon giving five (5) days written notice to that effect to party of the second part, after which party of the first part may enter upon and take full possession of the property the same as though no lease existed, and this lease shall cease and determine.

Seventh. It is hereby understood that in case of forfeiture of this lease or option, or of the expiration of the term of the lease without purchase by said second party, said second party may remove all personal property to him belonging, then on said premises hereinbefore described, but all pipe lines and permanent improvements shall remain undisturbed and all cash paid on account of interest or on account of the purchase money shall be and become the property of party of the first part as liquidated damages for breach of this contract and lease.

Eighth. Said second party shall have the right during the lease hereby granted to use the name of Ozark Zinc Oxide Company in the conduct of the business connected with the operation of the plant on the lands hereinbefore described and the sale of its product. And it is contracted between the parties hereto that said first party shall not be liable for any indebtedness created by said second party in said corporate name, but that said second party will save it harmless from

all such claims, and said second party shall not be liable for any indebtedness created in said corporate name not by said second party created.

Ninth. Said second party shall keep the buildings on said lands hereinbefore described insured against loss by fire, wind, or tornado in the sum of ~~Twenty Thousand and no~~ ~~Eleven Thousand Six Hundred~~ ~~and no~~ ~~Dollars~~ ~~\$~~ during the continuance of this lease, the loss, if any, to be payable to said first party; but should any loss insured against under this paragraph occur, and insurance be paid to said first party, then the purchase price hereinbefore stated shall be reduced by the amount of insurance so paid, should said second party, notwithstanding such damage, elect to purchase said property.

Tenth. If said buildings on said lands hereinbefore described shall be damaged by fire, wind, or other act of God or the elements, so that the same cannot be used without being repaired, for the manufacture of zinc oxide, then all obligations of said second party hereunder of every description may forthwith cease and determine at the option of said second party.

This agreement shall run to and be binding upon the parties hereto, their successors or assigns, as fully as if it were so written throughout all of its terms.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals and to a triplicate hereof, upon this

27 day of January, A.D. 1904.

OZARK ZINC OXIDE COMPANY

By W. N. Mathews

ANNUAL AGENT

Wm F. Gordon